



C o u n t y o f S a n L u i s O b i s p o

GENERAL SERVICES AGENCY

Janette D. Pell, Director

Helen McCann, Department Administrator

REQUEST FOR PROPOSAL PS- #1139 LEGAL SERVICES

August 15, 2011

The County of San Luis Obispo (County) is currently soliciting proposals for professional services for Legal Services.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception may be grounds for rejection. The County reserves the right to reject any and all proposals and to waive any irregularity or informality in any proposal or in the Request for Proposal process, as long as, in the judgment of the County, such action will not negate fair competition and will permit proper comparative evaluation of the proposals submitted.

This Request for Proposal is posted on the County's Purchasing website at http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm. Any changes, additions, or deletions to this Request for Proposal will be in the form of written addenda issued by the County. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant new information during the response period. The County is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this Request for Proposal.

If your firm is interested and qualified, please submit nine (9) hard copies and one (1) electronic copy (on CD or DVD) of your proposal on September 9, 2011 by 3:00 p.m. to:

County of San Luis Obispo
Phill Haley, GSA - Purchasing
1087 Santa Rosa Street
San Luis Obispo, CA 93408

If you have any questions about the proposal process, please contact me. For technical questions and information contact Mark McKibben at (805) 805-781-5961.

All questions pertaining to the content of this Request for Proposal must be made in writing via e-mail to Mark McKibben at: mmckibben@co.slo.ca.us. All questions will receive a response within 3 business days. The question and its response will be posted (anonymously) on the County's Purchasing web site located at: http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm. The County reserves the right to determine the appropriateness of comments / questions that will be posted on the website.

PHILL HALEY

Buyer – GSA - Purchasing

Buyer@co.slo.ca.us

LOCAL VENDOR PREFERENCE

The County has established a local vendor preference. When quality, service, and other relevant factors are equal, responses to Requests for Proposals will be evaluated with a preference for local vendors. Note the following exceptions:

1. Those contracts which State Law or, other law or regulation precludes this local preference.
2. Public works construction projects.

A "local" vendor preference will be approved as such when, 1) The vendor conducts business in a fully staffed office with a physical address within the County of San Luis Obispo; 2) The vendor holds a valid business license issued by the County or a city within the County; and 3) The vendor has conducted business at the local address for not less than six (6) months prior to the due date of this Request for Proposal..

Proposals received in response to this Request for Proposal will be evaluated by the Selection Committee considering the local vendor preference described above when quality, service and other relevant factors are equal. The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200.

	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address: _____ _____		
Years at this Address: _____		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license: _____		

Business Name: _____

Authorized Individual: _____ Title: _____

Signature: _____ Dated: _____

PROPOSAL SUBMITTAL AND SELECTION

1. All proposals, consisting of nine (9) hard copies and one (1) electronic copy (on CD or DVD) must be received by mail, recognized carrier, or hand delivered no later than 3:00 p.m. on September 9, 2011. Late proposals will not be considered and will be returned, unopened.
2. All correspondence should be directed to:

San Luis Obispo County
General Services Agency
1087 Santa Rosa Street
San Luis Obispo, CA 93408
ATTENTION: Phill Haley
Telephone: (805) 781-5904
3. All costs incurred in the preparation and submission of proposals and related documentation will be borne by the proposer.
4. It is preferred that all proposals be submitted on recycled paper, printed on two sides.
5. Selection of qualified proposers will be by an impartial Selection Committee using an approved County procedure for awarding professional contracts. Selection will be made on the basis of the proposals as submitted, although the County reserves the right to interview applicants as part of the selection process. The proceedings of the Selection Committee are confidential, and members of the Selection Committee are not to be contacted by the proposers.
6. This Request for Proposal does not constitute an offer of employment or to contract for services.
7. The County reserves the option to accept or reject any or all proposals, wholly or in part, received by reason of this request, and make more than one award, or no award, as the best interests of the County may appear.
8. All documents submitted to the County in response to this Request for Proposal will become the exclusive property of the County and may be returned to the proposer or kept by the County, in the County's sole discretion.
9. All proposals shall remain firm for ninety, (90) days following closing date for receipt of proposals.
10. The County reserves the right to award the contract to the firm who presents the proposal which in the judgment of the County, best accomplishes the desired results, and shall include, but not be limited to, a consideration of the professional service fee.
11. Any contract awarded pursuant to this Request for Proposal will incorporate the requirements and specifications contained in this Request for Proposal. All information presented in a proposer's proposal will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the County during subsequent negotiations.
12. Under the provisions of the California Public Records Act (the "Act"), Government Code section 6252 et seq., all "public records" (as defined in the Act) of a local agency, such as the County, must be available for inspection and copying upon the request of any person. Under

the Act, the County may be obligated to provide a copy of any and all responses to this Request for Proposal, if such requests are made after the contract is awarded. One exception to this required disclosure is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the proposer's competitive position. If any proposer believes that information contained in its response to this Request for Proposal should be protected from disclosure, the proposer MUST specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

NOTICE: *The data on pages _ of this response identified by an asterisk (*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the proposer's competitive position. Proposer requests that such data be used only for the evaluation of the response, but understands that the disclosure will be limited to the extent the County considers proper under the law. If an agreement is entered into with the proposer, the County shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.*

The County will not honor any attempt by proposer to designate its entire proposal as proprietary. If there is any dispute, lawsuit, claim or demand as to whether information within the response to the Request for Proposal is protected from disclosure under the Act, proposer shall indemnify, defend, and hold harmless, the County arising out of such dispute, lawsuit, claim or demand.

13. An electronic copy of your proposal must be included. This electronic copy should include all documents being submitted combined into one Adobe Acrobat (pdf) file on a CD, using this convention for the file name: FIRM NAME + RFP NUMBER

Example: Your firm, Acme Inc., is responding to RFP PS-#1101. Your Adobe Acrobat (pdf) file would be named: **Acme 1101.**

PROPOSAL FORMAT

A qualifying proposal must address all of the following points and shall be in the format outlined in this section:

1. Project Title
2. Applicant or Firm Name
3. Firm Qualifications
 - a. Type of organization, size, professional registration and affiliations.
 - b. Names and qualifications of personnel to be assigned to this project.
 - c. Outline of recent projects completed that are directly related to this project. Consultant is required to demonstrate specific expertise relating to the requirements of the Project Specifications set out in Attachment A.
 - d. Qualifications of attorneys to be assigned to perform the work. See more information in General Conditions and content of proposal below.
 - e. Client references from recent related projects, including name, address and phone number of individual to contact for referral.
4. Understanding of and Approach to the Project
 - a. Summary of approach to be taken.
 - b. Description of the organization and staffing to be used for the project.
 - c. Indication of information and participation the proposer will require from County staff.
5. Fees and Insurance
 - a. Propose hourly rates and an estimated total annual cost to provide this service as described in Attachment A.

Background Information

The County of San Luis Obispo is a Civil Service county that employs approximately 2400 full-time equivalent (FTE) permanent employees and has a \$460 million annual budget. The county's 23 departments provide a variety of services to the community including public works, criminal justice, health care, social services, public safety, general government and internal services. For additional information please visit our website at <http://countyofslslo.ca.gov/site4.aspx>.

The legal advisor for the Civil Service Commission attends legislative and quasi-judicial proceedings of the Commission as requested by the Human Resource Director. Legislative matters are considered by the Commission at its regularly scheduled meetings, which occur usually on the fourth Wednesday of each month. For most legislative matters, the Commission is represented by the Office of County Counsel. In addition to these meetings, the Commission frequently holds hearings of employee grievances and appeals, where it acts in a quasi-judicial capacity. Appeal matters primarily involve due process hearings of disciplinary action taken by an appointing authority (department head) against an employee. An appointing authority who is named as respondent in these matters are represented by the Office of County Counsel.

For the quasi-judicial proceedings, the County, on behalf of the Civil Service Commission is requesting proposals from a lawyer or law firm (hereafter referred to as "the Provider") interested in providing legal services on a contractual basis to the Civil Service Commission in certain quasi-judicial proceedings wherein County Counsel will be appearing as counsel for a particular department or agency.

Providers who bid the contract are requested to submit proposals on both a per hour basis and an annual flat rate basis. The service hours required for the proposed contract are not known with certainty because they are dependent upon the number of grievances and appeals that are filed and will vary in any given month. Service hours may average from 15 hours to 40 hours per month. These hours would involve time spent in attendance at Commission hearings consultation with Commissioners and the Human Resource Director, and drafting the Commission's written decisions. The Commission's decisions are subject to review by the Superior Court under Code of Civil Procedure section 1085, et seq. Provider will also be expected to provide representation in any mandamus action where the Commission is a party.

Comment [rn1]: Do you think this estimate is correct? Too high; the hours spent responding the CSC's request for legal work and F & D's are more time consuming....

Proposals will be reviewed by a committee made up of Commissioners and County staff. Notification of the award of the contract is expected to be made on or before October 1, 2011. This is a tentative date and may be changed at the sole discretion of the County without notice. The County has discretion to award the contract to one or more providers whose proposal meets the needs of the Commission, irrespective of the contract bid amounts. In making its determination, the County may not necessarily award the contract to the lowest bidder, but will also consider the availability and accessibility of legal services to be provided, and the specific experience and expertise of the providers.

General Guidelines and Contents of Proposals

In addition to the provisions contained in Attachment A hereto, proposals for the provisions of a contract for special services to provide legal advice and representation to the Civil Service Commission should include the following:

1. A description of the total legal staff who would be engaged in performing contract services for the Commission, including the names and addresses of all attorneys and other professional staff, and statements of their qualifications. With respect to the qualifications of attorney staff, Providers are advised to provide the following information: (1) a list of any public agencies, boards, or commissions that the attorney

has represented or advised, and for what length of time; (2) knowledge of, experience or expertise in employment law, including specifically, public employment law or merit system principles; (3) knowledge of, experience, or expertise in the provisions of the Ralph M. Brown Act; (4) knowledge of, experience, or expertise in administrative mandamus actions; (5) membership in any particular section of the local or state bar; and (6) any specific courses or training in employment law, or any other legal course work or training that provider deems relevant to the services to be provided.

2. The location of the offices to be used in providing the contractual services.

3. Both the total annual and per hour compensation being proposed to provide the services requested in this proposal.

4. A statement of the ability of the person(s) submitting the proposal to commence providing legal services on or once a Notice to Proceed or Purchase Order has been provided.

5. Evidence of admission to practice law in the State of California including evidence that the applicant is a member of the California Bar in good standing and if the member has ever been subject to disciplinary action by the State Bar. Include a list of any other professional qualifications; experience and/or credentials you feel are relevant to this RFP.

6. The County will review all proposals submitted by interested lawyers and law firms and shall, after consultation with the County Counsel and the Human Resource Director, decide which proposals qualify under the provisions contained herein and which proposals contain bid amounts which are reasonable compensation for the services to be performed as described in this request for proposals. The County may award a contract to perform legal services to one or more lawyer or law firms which has presented a qualified proposal; provided, however, that the County reserves the right to accept or reject any or all proposals submitted for any reason whatsoever, not otherwise prohibited by law.

If you have any questions about the proposal process, please contact Phill Haley, Buyer at (805) 781-5904. For technical questions and information contact Mark McKibben by e-mail only at mmckibben@co.slo.ca.us.

ATTACHMENT A**SPECIFICATIONS FOR PROPOSALS TO PROVIDE
LEGAL SERVICES TO THE CIVIL SERVICE COMMISSION
OF SAN LUIS OBISPO COUNTY**

1. When requested by the Commission and Human Resources Director, Provider shall attend hearings of the Commission and shall represent the Commission in any matter wherein County Counsel has a conflict-of-interest, including but not limited to mandamus actions wherein the Commission is a named party. Provider shall be familiar with the County of San Luis Obispo Civil Service Rules, Ordinances, and Procedural Guidelines (available on-line, <http://www.slocounty.ca.gov/hr/csc.htm> or a copy of which is available through the County Human Resources Department). Provider will be expected to rule on evidentiary objections, and shall be required to provide written decisions in a timely manner.

3. Upon termination of the contract, Provider shall continue to provide services for any hearing or mandamus action for which Provider has already commenced services until such time as the Human Resource Director notifies Provider that services are no longer needed. Provider shall be paid for such services in accordance with the amount proposed by the successful firm(s) or consortium of attorneys.

4. Provider shall submit to the Human Resource Director, on a monthly basis, a report showing the number of hours of attorney time spent during the preceding month on each grievance or appeal hearing, which shall include a break down of actual time spent attending any pre-hearing conferences, hearings, conducting any necessary research, and in preparing the Commission's decisions. The County does not pay for the services of clerical personnel nor for travel to and from meetings at the County of San Luis Obispo premises without prior approval.

5. The County will pay for the legal services described herein, in accordance with the amount proposed by the successful lawyer or firm(s). Said payments will be paid by the County within 30 days after receipt of an invoice consistent with the service hours reported, as described in paragraph 4, above.

6. The lawyer or firm(s) performing the duties required herein may engage in the private practice of law during the term of the contract.

7. Provider shall at all times during the term of the contract be available to perform the duties required herein. Provider shall not subcontract out the services required to be performed pursuant to said contract.

8. The contract for legal services may be terminated by the Human Resource Director or Provider for convenience upon 60 days advance written notice, and may be terminated by the Human Resource Director for cause upon 10 days written notice, subject to the provisions of paragraph 3, above.

9. The term of the contract for legal services will be for a period, commencing on or about October 1, 2011 and ending on October 31, 2012, subject to the provisions of paragraph 8, above. The contract will renew automatically each year thereafter for up to 5 years, unless terminated by the Human Resource or Provider in accordance with the provisions of paragraph 3, above.

10. Conflicts of Interest: Providers shall comply with the County's Conflict of Interest Code and disclose any and all actual or potential conflicts of interest to the County immediately upon becoming aware of such conflict.

11. Budget: Provider shall keep the Human Resource Director fully advised of all pending matters. For each case that Provider advises the Commission on, Provider shall provide a proposed budget and advise the Human Resource Director of any issues or costs that will significantly impact the proposed budget in a particular matter.

12. Provider, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Contract. Such policies shall be maintained for the full term of this Contract. Any failure to comply with reporting provisions(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "County" shall include Commissioners acting in their official capacity and any officers, employees, volunteers and agents of the County of San Luis Obispo, individually or collectively.

a. Minimum Scope and Limits of Required Insurance Policies

The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

1. Workers' Compensation and Employers' Liability Insurance Policy ("WC/EL")

This policy shall include at least the following coverages and policy limits:

- a.) Workers' Compensation insurance as required by the laws of the State of California; and
- b.) Employer's Liability Insurance Coverage B with coverage amount not less than One Million (\$1,000,000) dollars each accident/bodily injury (herein "BI"); One Million (\$1,000,000) dollars policy limit BI by disease; and, One Million (\$1,000,000) dollars each employee BI disease.

2. Professional Liability Insurance Policy ("PL")

This policy shall cover damages, liabilities, and costs incurred as a result of Provider's professional errors and omissions or malpractice. This policy shall include a coverage limit of at least One Million Dollars (\$1,000,000) per claim, including the annual aggregate for all claims (such coverage shall apply during the performance of the services under this Contract and for two (2) years thereafter with respect to incidents which occur during the performance of this Contract). Provider shall notify the County if any annual aggregate is eroded by more than seventy-five percent (75%) in any given year.

b. Deductibles and Self-insurance Retentions

Any deductibles or self-insured retentions that apply to any of the insurance policies referred to above shall be declared in writing by Provider and approved by the County before work is begun pursuant to this Contract. At the option of the County, Provider shall either reduce or eliminate such deductibles or self-insured retentions as respect the County, its officers, employees, volunteers and agents, or shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, or defense expenses.

c. Endorsements

All of the following clauses and endorsements, or similar provisions, are required to be made a part of the insurance policies indicated in parentheses below:

1. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may have, and any other insurance County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (PL);
2. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to County at the address set forth in the "Notice" provision of this Contract (WC/EL & PL);
3. Provider and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, volunteers and agents for any loss arising under this Contract; and
4. Deductibles and self-insured retentions must be declared (All Policies).

d. Absence of Insurance Coverage

County may direct Provider to immediately cease all activities with respect to this Contract if it determines that Provider fails to carry, in full force and effect, all insurance policies with coverage at or above the limits specified in this Contract. Any delay or expense caused due to stopping of work and change of insurance shall be considered Provider's delay and expense. At the County's discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to Provider.

e. Proof of Insurance Coverage and Coverage Verification

Prior to commencement of work under this Contract, and annually thereafter for the term of this Contract, Provider, or each of Provider's insurance brokers or companies, shall provide County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverages. All of the insurance companies providing insurance for Provider shall have, and provide evidence of, a Best Rating Service rate of A VI or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

Human Resources Director
Human Resources Department
County Government Center, Room D-250
1055 Monterey Street
San Luis Obispo, CA 93408

13. Provider shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, Provider fees, liabilities or other losses that may be asserted by any person or entity, including Provider, and that arise out of or are made in connection with the acts or omissions relating to the performance of any duty, obligation, or work hereunder.

The preceding paragraph applies to any theory of recovery relating to said act or omission by the Provider, or its agents, employees, or other independent Providers directly responsible to Provider

It is the intent of the parties to provide the County the fullest indemnification, defense, and “hold harmless” rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.